

Bureau of Environmental Remediation
Curtis State Office Building
1000 SW Jackson St., Suite 410
Topeka, KS 66612-1367



Phone: 785.296.6380
Fax: 785.296.7030
grichards@kdheks.gov
www.kdheks.gov

Robert Moser, MD, Secretary

Department of Health & Environment

Sam Brownback, Governor

May 18, 2011

Mrs. Cathie S. Jenkins
3212 S. Elizabeth Avenue
Independence, MO 64057

Re: 7259 Kaw Drive Drum Site, Kansas City, Wyandotte County, Kansas, Voluntary Agreement 11VCP0007

Dear Mrs. Jenkins:

Enclosed for your records is a copy of the Voluntary Agreement 11VCP0007 executed pursuant to the Voluntary Cleanup and Property Redevelopment Program (VCPRP) for the above referenced property. The Secretary of the Kansas Department of Health and Environment (KDHE) signed the agreement on May 9, 2011.

Please note that I have been assigned as Project Manager to provide KDHE oversight for the 7259 Kaw Drive Drum Site. I have reviewed the information submitted with the application and examined KDHE documents on file that pertain to this property. Based on this review, it appears additional investigation will be necessary to characterize potential source areas on the property and identify any possible contamination. Please use the Scopes of Work for Investigation presented in Section 9 of the May 20, 2005 VCPRP Manual that has already been provided to you for assistance in preparing a work plan.

At this time, you should contract with a qualified environmental consultant to prepare a work plan to carry out the Voluntary Cleanup Investigation (VCI) and submit it to KDHE for review and approval by August 19, 2011. If you or your consultant have any questions about this process, please contact me by telephone at 785.296.6380 or via e-mail at grichards@kdheks.gov.

Sincerely,

Gary Richards
Environmental Scientist II
Voluntary Cleanup Unit
Bureau of Environmental Remediation

Enclosures

C: Rick Bean (w/encl) > Bryan Bain > Gary Richards > 7259 Kaw Drive Drum Site (C4-105-71696)
Teresa Hattan, KDHE (w/encl)

STATE OF KANSAS

DEPARTMENT OF HEALTH AND ENVIRONMENT

VOLUNTARY AGREEMENT

7259 Kaw Drive Drum Site

7259 Kaw Drive, Kansas City, Kansas 66111

SE ¼, Section 21, T. 11 S., R. 24 E., Wyandotte County, Kansas

11VCP0007

I. This Voluntary Agreement is entered into by **Mrs. Cathie Jenkins** (Applicant) and the Kansas Department of Health and Environment ("Department") pursuant to The Voluntary Cleanup and Property Redevelopment Act; Kansas Statutes Annotated Chapter 65-34,161, et seq. The terms of this Voluntary Agreement are not negotiable.

II. In entering into this Voluntary Agreement, the mutual objectives of the Department and the Applicant are to insure that the public health, welfare and the environment at or near the Property are protected from any release or threat of release of contaminants. The Applicant explicitly denies any and all legal liability pertaining to the Property or derived there from under any federal or state statute, regulation(s) or ordinance(s) or common law.

III. The Department and Applicant mutually **AGREE** to the following:

A. The Applicant shall conduct a Voluntary Cleanup Investigation ("VCI"), that meets the objectives of the Department's Scope of Work. The Department may determine that information from existing investigations may satisfy such objectives, therefore, further investigation may not be required by the Department.

B. If the Department determines that further investigation is necessary the Applicant shall:

1. submit a draft VCI Work Plan including an implementation schedule for the review of the Department within ninety (90) days from the date of this Voluntary Agreement. The Department will review the work plan and either provide written comments for revision or written approval.

2. upon approval of the Department, implement the approved VCI Work Plan.

3. document the results of the investigation in a VCI Report. The report shall be submitted to the Department for review. The Department will review the report and either provide written comments for revision or written approval.

C. The Applicant shall provide Property access to the Department, its' employees and contractors throughout the period of this Agreement for the purposes of oversight, including split sampling, and verification.

D. The Department shall make a determination as to any further required actions based on the results of the VCI Report. If no further action is determined by the Department, the Department will issue a "No Further Action Determination".

VIII. Neither the State of Kansas, the Department, the Applicant, nor any agent thereof shall be liable for any injuries or damage to persons or property from acts or omissions of the others, their employees, contractors, agents, receivers, trustees, successors or assigns in carrying out activities required of the parties to this Voluntary Agreement. Neither the State of Kansas, nor any agency thereof shall be considered a party to any contract entered into by the Applicant in carrying out activities pursuant to this Voluntary Agreement.

IX. This Voluntary Agreement shall be effective as of the date signed by the Secretary of the Kansas Department of Health and Environment.

X. The provisions of this Voluntary Agreement shall be deemed satisfied thirty (30) days after completion of the requirements of Article III and the payment or refund of response and oversight costs incurred by the Department in accordance with Article VI. The Department shall use its best efforts to issue to the Applicant a certification that the responsibilities under this Voluntary Agreement have been completed and successfully discharged within thirty (30) days. Such certification shall be in the form of a No Further Action Determination.

XI. The Applicant may terminate this Agreement prior to its completion provided that, from a human health and environmental perspective, the Property is in no worse condition at the time of termination than when the Applicant initiated activities under this Agreement.

XII. The terms and provisions of this Agreement shall be construed pursuant to the laws of the State of Kansas.

IN WITNESS WHEREOF, the Department and the Applicant have executed this Voluntary Agreement through their duly authorized representatives on the respective dates written hereunder.

Cathie S. Jenkins
By: (signature)

CATHIE S. JENKINS
Printed Name

OWNER
Title

Organization

4.15.11
Date

Robert Moser
Robert Moser, MD, Secretary
Kansas Department of Health
and Environment

5/9/2011
Date